

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

CIVIL NO. 1:06CV191

FAIRFIELD RESORTS, INC.,)	
)	
Plaintiff,)	
)	<u>AMENDED</u>
vs.)	<u>JUDGMENT</u>
)	<u>AND</u>
FAIRFIELD MOUNTAINS PROPERTY)	<u>PERMANENT INJUNCTION</u>
OWNERS ASSOCIATION, INC.,)	
)	
Defendant.)	
)	

For the reasons set forth in the Memorandum and Order filed
herewith,

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that
Judgment is hereby entered for the Plaintiff, Wyndham Vacation Resorts,
Inc. f/k/a Fairfield Resorts, Inc. ("Fairfield") and against the Defendant.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the
Defendant, its agents, employees, and persons or entities acting in concert
with the Defendant, are hereby **PERMANENTLY ENJOINED AND**
PROHIBITED from removing, replacing, or modifying Signs 2, 3, 5, 6, and
8 identified herein below subject to the following easement:

Fairfield is allowed to retain and reserve the exclusive right to maintain and/or modify all its existing signs and the non-exclusive right to maintain and/or modify existing signs not owned by Fairfield and to add new signs at Fairfield Mountains on properties conveyed to the Fairfield Mountains Property Owner's Association ("POA") by Fairfield for as long as Fairfield operates a sales office or management operation at what is known as Fairfield Mountains, now or formerly. The POA also shall have the right to add new signs at Fairfield Mountains and to maintain and/or modify existing signs other than Fairfield's signs. Fairfield and the POA agree that such maintenance and/or new signs shall be restricted so that (i) such signs shall conform in style, color and character to existing signs as of the date of this Order, (ii) such signs are for identification and directional purposes, and (iii) no real estate sales, leasing, management or marketing signs of third party real estate agents or companies not employed or owned by Fairfield are permitted unless such signs are related to activities expressly authorized in the Settlement Agreement dated as of December 9, 1992. However, it is understood that identification and directional signs for the POA offices, managers employed by the POA, the Golf Courses, Commercial Property tenants, subdivisions and properties sold by Fairfield

to other developers will be allowed if they conform in style, color, and character to existing signs as of the date of this Order and to Architectural Control Committee rules and regulations. In addition, if the POA prohibits the display of "For Sale" signs on individual properties at Fairfield Mountains, the POA is authorized to designate one or more locations for the display of "For Sale" signs either by individual property owners or by their licensed real estate agents. The location and design of the display(s) is subject to Fairfield's approval, however, such approval may not be unreasonably withheld. At the time that Fairfield discontinues sales activities and operations at Fairfield Mountains, Fairfield shall assign its right to add signs to the POA. For the purposes of this paragraph, Fairfield will be deemed to have discontinued operations if they do not have at least one person employed at Fairfield Mountains.

Sign 2: Directional Sign
 One sided
 4 feet wide by 6 feet high
 "Fairfield Mountains Registration Next Left"

Sign 3: Directional Sign
 One sided
 4 feet wide by 6 feet high
 "Fairfield Mountains; Welcome to Apple Valley; Apple Valley Villas; Maple Ridge Townhomes; Bent Creek Townhomes; Stables Closed/Open (Stables portion subsequently removed)

Sign 5: Directional Sign to Realty Office
Two sided
15 feet wide by 7.5 feet high
“Fairfield Mountains Realty; Apple Valley Villas; Maple Ridge; Bent Creek”

Sign 6: Directional Sign
One sided
4 feet wide by 6 feet high
“Fairfield Mountains ½ Mile”
(Second entrance sign at second golf course Two)

Sign 8: Third Entrance sign at security gate
Two sided
15 feet wide by 7.5 feet high
“Fairfield Mountains A Resort Community”

Nothing in this Order shall preclude Fairfield and the POA from mutually agreeing to make modifications to the Easement and/or to make agreements between them as to the installation, modification, or maintenance of any signage, and such agreements shall not require Court approval.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Plaintiff recover the costs of this action from the Defendant in the amount of **TWO THOUSAND, FOUR HUNDRED TWENTY-THREE DOLLARS AND NINETY CENTS (\$2,423.90)**.

Signed: January 10, 2008



Lacy H. Thornburg
United States District Judge

